

08-19-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM CO
TRADEMARKS C

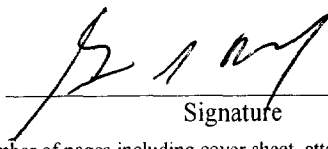
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): TMP International, Inc. 8-14-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State – Michigan <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Wells Fargo Business Credit, Inc.</u> Internal Address: <u>Wells Fargo Plaza MACS S4101-076</u> Street Address: <u>100 W. Washington St, 7th Fl</u> City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85003</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Minnesota</u> <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 13, 2002</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/378949;</u> <u>76/378711; and 76/378709</u></p>	<p>B. Trademark Registration No.(s) <u>1,918,145;</u> <u>2,035,709; 2,035,708; 2,035,707; 2,038,873;</u> <u>2,041,122; 2,058,368; 2,076,082;</u> <u>2,081,688; 2,081,686; 2,081,963; 2,089,192;</u> <u>2,090,010; 2,123,212; 2,125,194; 2,135,412</u> <u>2,148,128; and 2,155,109</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Glenn Spencer Bacal</u> Internal Address: <u>Quarles & Brady</u> <u>Streich Lang, LLP</u> Street Address: <u>One Renaissance Square</u> <u>Two North Central Avenue</u> City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85004</u></p>	<p>6. Total number of applications and registrations involved: 21</p> <p>7. Total fee (37 CFR 3.41) <u>\$540.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>17-0055</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature. <u>Glenn Spencer Bacal</u>  Name of Person Signing Signature <u>August 14, 2002</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: 14</p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/16/2002 LMJELLER 00000215 170055

76378949

01 FD:481
02 FD:482

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TRADEMARK
REEL: 2564 FRAME: 0812

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 13, 2002, is made by and between TMP International, Inc., a Michigan corporation, McFarlane Toys, Inc., a Michigan corporation, McFarlane Toys Canada, Inc., a corporation organized under the Canada Business Corporation Act, McFarlane Collector's Club, Inc., a Michigan corporation, McFarlane Worldwide, Inc., a Michigan corporation, and TMP Asia Limited, a Hong Kong company, each having a business location at the address set forth below next to or above their signature (individually and collectively, the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below and other terms shall have the meaning given them elsewhere in this Agreement:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. The Debtor hereby irrevocably pledges to the Secured Party, and grants to the Secured Party a security interest (the "Security Interest") in, with power of sale to the extent permitted by law, the Patents and the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the other personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) ***Patents.*** **Exhibit A** accurately lists under the name of the Debtor all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** To the actual knowledge of the Officers of the McFarlane Toy Group Members, **Exhibit B** accurately lists under the name of the Debtor all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Debtor's business(es)), or if any Officer of a McFarlane Toy Group Member acquires actual knowledge that **Exhibit B** is incomplete or inaccurate or if **Exhibit B** ceases for any reason to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks listed in **Exhibit B** or to applications and registrations made in the future, then the Debtor shall within 30 days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on **Exhibits A and B**, free and clear of all Liens except

Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest and, without restricting the Secured Party's right to file financing statements authorized pursuant to this Agreement, Section 3.6 of the Credit Agreement, or A.R.S. Section 47-9101 *et seq.*, shall only be effective if an Event of Default exists) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default (as hereinafter defined), to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it which does not constitute an Event of Default under the preceding clause (i), and such failure is not cured within 15 days after notice thereof from the Secured Party to the Debtor.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of all credit facilities extended to the Debtor by the Secured Party, this Agreement, and the rights granted hereunder to the Secured Party, shall automatically terminate.

8. Miscellaneous. No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is sought. No waiver by the Secured Party nor any consent to any departure by any Debtor from this Agreement or any release of the Security Interest shall be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver, consent or release shall be effective only in the specific instance and for the specific purpose for which given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions

or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

[Business Location of Each Debtor]
c/o McFarlane Toy Group
40 West Baseline Road
Suite E-105
Tempe, Arizona 85283
Attn: Chief Financial Officer

TMP INTERNATIONAL, INC.

By TODD MCFARLANE
Type/Print Name TODD MCFARLANE
Its CEO

MC FARLANE TOYS, INC.

MC FARLANE TOYS CANADA, INC.

By TODD MCFARLANE
Type/Print Name TODD MCFARLANE
Its President

By TODD MCFARLANE
Type/Print Name TODD MCFARLANE
Its CEO

MC FARLANE COLLECTOR'S CLUB, INC.

MC FARLANE WORLDWIDE, INC.

By TODD MCFARLANE
Type/Print Name TODD MCFARLANE
Its President

By TODD MCFARLANE
Type/Print Name TODD MCFARLANE
Its President

By TODD MCFARLANE
Type/Print Name TODD MCFARLANE
Its CEO

Wells Fargo Business Credit, Inc.
Wells Fargo Plaza, MACS S4101-076
100 Washington Street, 7th Floor
Phoenix, AZ 85003
Attn: Darcy Della Flora

WELLS FARGO BUSINESS CREDIT, INC.

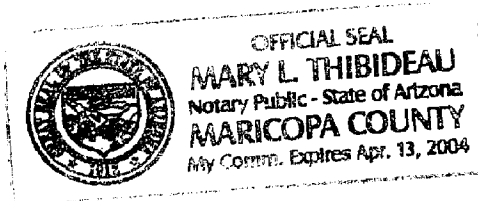
By Darcy Della Flora
Type/Print Name: Darcy Della Flora
Its Vice President

STATE OF ARIZONA)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13th day of June, 2002, by Todd McFarlane, the President of TMP International, Inc. a Michigan corporation, on behalf of the corporation. CEO

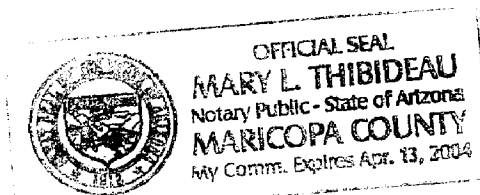
Mary L. Thibideau
Notary Public

STATE OF ARIZONA)
COUNTY OF Maricopa) ss



The foregoing instrument was acknowledged before me this 13th day of June, 2002, by Todd McFarlane, the President of McFarlane Toys, Inc., a Michigan corporation, on behalf of the corporation.

Mary L. Thibideau
Notary Public



STATE OF ARIZONA)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13TH day of June, 2002, by Todd McFarlane, the CEO of McFarlane Toys Canada, Inc., a corporation organized under the Canada Business Corporation Act, on behalf of the corporation.

Mary L. Thibideau
Notary Public



STATE OF ARIZONA)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13TH day of June, 2002, by Todd McFarlane, the President of McFarlane Collector's Club, Inc., a Michigan corporation, on behalf of the corporation.

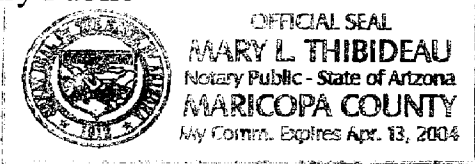
Mary L. Thibideau
Notary Public



STATE OF ARIZONA)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13TH day of June, 2002, by Todd McFarlane, the President of McFarlane Worldwide, Inc., a Michigan corporation, on behalf of the corporation.

Mary L. Thibideau
Notary Public



STATE OF ARIZONA)
) ss
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13TH day of June, 2002, by Todd McFarlane, the CEO of TMP Asia Limited, a Hong Kong company, on behalf of the company.

Mary L. Thibideau
Notary Public



STATE OF ARIZONA)
)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 13TH day of June, 2002, by Darcy Della Flora, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Mary L. Thibideau
Notary Public



EXHIBIT A

UNITED STATES ISSUED PATENTS

Title

Patent Number

Issue Date

NONE

FOREIGN ISSUED PATENTS

Title

Country

Patent Number

Issue Date

NONE

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

A. TMP International, Inc.

United States Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
TMP TOYS	UNITED STATES	1,918,145	9/12/95	Active
VERTEBREAKER	UNITED STATES	2,035,709	2/4/97	Active
REDEEMER	UNITED STATES	2,035,708	2/4/97	Active
THE CURSE	UNITED STATES	2,035,707	2/4/97	Active
MCFARLANE TOYS	UNITED STATES	2,038,873	2/18/97	Active
COMMANDO SPAWN	UNITED STATES	2,041,122	2/25/97	Active
CY-GOR	UNITED STATES	2,058,368	4/29/97	Active
ANGELA	UNITED STATES	2,076,082	7/1/97	Active
HOOF	UNITED STATES	2,081,688	7/22/97	Active
THORAX	UNITED STATES	2,081,686	7/22/97	Active
MALEBOLGIA	UNITED STATES	2,081,963	7/22/97	Active
NINJA SPAWN	UNITED STATES	2,089,192	8/19/97	Active
TOTAL CHAOS	UNITED STATES	2,090,010	8/19/97	Active
AL SIMMONS	UNITED STATES	2,123,212	12/23/97	Active
DRAGON BLADE	UNITED STATES	2,125,194	12/30/97	Active
GORE	UNITED STATES	2,135,412	2/10/98	Active
SHE-SPAWN	UNITED STATES	2,148,128	3/31/98	Active
ULTRA-ACTION FIGURES	UNITED STATES	2,155,109	5/5/98	Active

United States Trademark Applications - Pending

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Status</u>
MOVIE MANIACS	UNITED STATES	76378949	3/6/2002	Pending
IT'S AN ATTITUDE	UNITED STATES	76378711	3/6/2002	Pending
MCFARLANE TOYS	UNITED STATES	76378709	3/6/2002	Pending

United States Trademark Applications - Abandoned

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Status</u>
THRESHER	UNITED STATES	75/166,113	9/16/96	Abandoned
NINJA SPAWN	UNITED STATES	75/124,986	6/25/96	Abandoned
MANGA SPAWN	UNITED STATES	75/117,297	6/12/96	Abandoned
MANGA SPAWN	UNITED STATES	75/117,288	6/12/96	Abandoned
WIDOW MAKER	UNITED STATES	75/117,287	6/12/96	Abandoned
AMAZON TIFFANY	UNITED STATES	75/117,286	6/12/96	Abandoned
VANDALIZER	UNITED STATES	75/087,448	4/12/96	Abandoned
VANDALIZER	UNITED STATES	75/087,447	4/12/96	Abandoned
SHE-SPAWN	UNITED STATES	75/043,979	1/16/96	Abandoned
CY-GOR	UNITED STATES	75/017,966	11/13/95	Abandoned
TODD TOYS	UNITED STATES	74/579,833	9/29/94	Abandoned

FOREIGN ISSUED TRADEMARKS, SERVICE MARKSAND COLLECTIVE MEMBERSHIP MARKSForeign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
MALEBOLGIA	Hong Kong	14131/2000	9/10/98	Registered
McFARLANE TOYS	Hong Kong	9349/2000	9/10/98	Registered
McFARLANE TOYS	Hong Kong	15768/2000	9/10/98	Registered
McFARLANE TOYS (in Chinese Characters)	Hong Kong	13678AB/99	10/13/98	Registered
McFARLANE TOYS (in Chinese Characters)	Hong Kong	13680/AB	10/13/98	Registered
McFARLANE TOYS Logo	Hong Kong	9350/2000	9/10/98	Registered
McFARLANE TOYS Logo	Hong Kong	15768/2000	9/10/98	Registered
TOTAL CHAOS	Hong Kong	14130/2000	9/10/98	Registered
TOTAL CHAOS Logo	Hong Kong	10424/2001	9/10/98	Registered
ULTRA-ACTION FIGURES	Hong Kong	11997/98	9/10/98	Registered
MALEGOLGIA	People's Republic of China	1382837	5/7/00	Registered
McFARLANE	People's Republic of China	1371167	3/7/00	Registered
McFARLANE (in Chinese Characters)	People's Republic of China	1411499	6/21/00	Registered
McFARLANE Logo	People's Republic of China	1399312	5/21/00	Registered

<u>Mark</u>	<u>Country</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
McFARLANE TOYS	People's Republic of China	1437943	8/28/00	Registered
McFARLANE TOYS (in Chinese Characters)	People's Republic of China	1392933	5/7/00	Registered
McFARLANE TOYS Logo	People's Republic of China	1407915	6/14/00	Registered
TOTAL CHAOS	People's Republic of China	1392935	5/7/00	Registered
TOTAL CHAOS Logo	People's Republic of China	1368157	2/28/00	Registered
ULTRA-ACTION FIGURES	People's Republic of China	1392936	5/7/00	Registered
McFARLANE TOYS (in Chinese Characters)	Taiwan	927729	2/1/01	Registered
McFARLANE TOYS (in Chinese Characters)	Taiwan	897669	7/16/00	Registered